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SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036

ELIAS C ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A LESTER

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

January 7, 2008

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale and Assignment and Assumption Agreement, dated as of January 7, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Supplement (No. 4) to Loan, Chattel Mortgage and Security Agreement being filed with the Board under Recordation Number 27132-H.

The names and addresses of the parties to the enclosed document are:

Transferor: American Railcar Leasing LLC
620 North Second Street
St. Charles, Missouri 63301

Transferee: ARI Second LLC
620 North Second Street
St. Charles, Missouri 63301

Mr. Vernon A. Williams
January 7, 2008
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A description of the railroad equipment covered by the enclosed document is:

145 railcars within the series EAGX 27000 - EAGX 27048, SHPX 207996 - SHPX 209416 and SHPX 454555 - SHPX 464606 as more particularly set forth in the equipment schedule attached to the document.

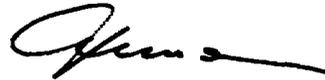
A short summary of the document to appear in the index is:

Bill of Sale and Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem
Enclosures

JAN 07 '08

8-30 AM

SURFACE TRANSPORTATION BOARD

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Agreement**") dated as of January 7, 2008, between AMERICAN RAILCAR LEASING LLC, a Delaware limited liability company (the "**Transferor**"), and ARI SECOND LLC, a Delaware limited liability company (the "**Transferee**").

WHEREAS: the Transferee and the Transferor desire to enter into this Agreement, in connection with the transfer of, among other things, the Equipment (as defined below), subject to the Leases (as defined below), from the Transferor to the Transferee; and

WHEREAS: the parties also desire to carry out the intent and purpose of the transfer of the Equipment by, among other things, the parties' execution and delivery of this instrument evidencing the assignment by the Transferor of all of its rights, title and interest in and to the Leases to the Transferee and the assumption by the Transferee of all of the Transferor's obligations under the Leases.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Transferor for good and valuable consideration, the receipt of which is hereby acknowledged, effective as of the date hereof, does hereby sell, grant, bargain, convey, assign, transfer, deliver and set over to the Transferee, all of the Transferor's right, title and interest in and to the special purpose railcars described on Schedule 1 hereto and made a part hereof, together with all accessories, equipment, parts and appurtenances appertaining or attached thereto (the "Equipment"). The Transferor hereby warrants to the Transferee and its successors and assigns that, on the date hereof, the Transferor has, and at the time of delivery of the items of Equipment, the Transferor will have, good and marketable, legal and beneficial title to the items of Equipment and good and lawful right to sell the items of Equipment and at the time of delivery, the items of Equipment will be free and clear of all liens, mortgage, deed of trust, pledge, claim, equity interest, participation agreement, security interest or other charge or encumbrance of any kind and interest of a vendor or a lessor under a conditional sale agreement, capital lease or title retention agreement (all of the foregoing "**Liens**") except the Liens being released contemporaneously with such delivery and transfer or Permitted Liens. The Transferor hereby covenants to defend title to the items of Equipment against demands of all persons or entities whomever based on claims originating prior to the delivery of the items of Equipment. For purposes of this Agreement, "**Permitted Liens**" means (a) Liens for taxes, assessments or governmental charges or levies which are not yet assessed or, if assessed, not yet due or contested in good faith by appropriate proceedings so long as such forfeiture or loss, of Equipment, (b) mechanics' materialmen's, suppliers', warehousemen's, operation of law in the ordinary course of business for which payment is not overdue or the payment of which is being contested in good faith by appropriate proceedings, so long as such forfeiture or loss, of Equipment, (c) Liens arising out of judgments or awards against the Transferor which are being contested in good faith by appropriate proceedings and with respect to which there shall have been secured a stay of execution pending such appeal or proceedings for review, so long as such

proceedings, in the reasonable judgment of the Transferor, do not involve any danger of sale, forfeiture or loss, of Equipment and (d) the rights of any user under any Lease to which an item of Equipment is then subject.

2. For purposes of this Agreement "Leases" means all current leases of any one or more railcars included in the Equipment and all other contracts for use of any one or more railcars included in the Equipment more specifically described on Schedule 1, including, without limitation, all extensions, renewals, supplements and modifications of any of the foregoing. If any of the Leases (including, without limitation, any master lease) shall include both Equipment and railcars not part of the Equipment, then such Leases shall be subject to this Agreement only to the extent they cover Equipment; and, for purposes of this Agreement, the term Lease shall mean a lease (including without limitation, the provisions of any master lease) only insofar as such lease applies to Equipment subject to this Agreement.

3. Effective as of the date hereof, the Transferor hereby transfers, assigns, conveys, grants and sets over (collectively, "Transfer") to the Transferee, its successors and assigns forever, all of the Transferor's rights, title and interest as of such date in and to the Leases, as fully and entirely as the same would have been held and enjoyed by the Transferor as if this Transfer had not been made.

4. Effective as of the date hereof, the Transferee accepts, assumes, takes over and succeeds to all of the Transferor's rights, title and interest as of such date in and to the Leases, subject to the rights of lessees under the Leases, and the Transferee hereby covenants and agrees to discharge, perform and comply with, and to be bound by, all the terms, conditions, provisions, obligations, covenants and duties of the Transferor under the Leases (but only to the extent it relates to the period from and after the date hereof), as if the Transferee were an original party thereto.

5. The Transferor hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the Transferee, the Transferor will promptly and duly execute and deliver, or cause to be executed and delivered, to the Transferee all such further instruments and take all such further action as may be reasonably requested by the Transferee to more effectively sell, transfer, assign, convey, grant and set over the Leases and the equipment, as the case may be, to the Transferee.

6. The Transferee hereby covenants and agrees that, at the request and expense of the Transferor, it will hereafter execute any further assumptions or instruments of transfer or conveyance as may be reasonably requested by the Transferor to assume the Leases or to release the Transferor and its affiliates from their obligations under or on account of the Leases so long as such release will not prejudice the Transferee's rights, title and interest in and to the Leases.

7. This Agreement shall be binding upon the Transferee and the Transferor, their respective successors and assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

8. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, without regard to the laws of the of conflict of laws

thereof (except for Section 5-1401 and Section 5-1402 of the New York General Obligations Law). THE BILL OF SALE CONTAINED IN THIS AGREEMENT IS DELIVERED BY THE TRANSFEROR TO THE TRANSFEREE IN ST. CHARLES, MISSOURI.

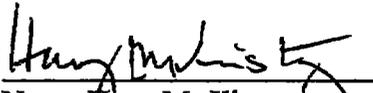
10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart signature delivered by facsimile shall be equally effective as delivery of an originally executed counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be duly executed in one or more counterparts as of the date first above written.

TRANSFEROR

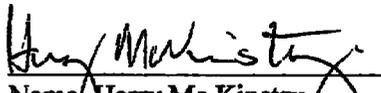
AMERICAN RAILCAR LEASING LLC

By: 
Name: Harry Mc Kinstry
Title: VP of Finance & Controller

TRANSFeree

ARI SECOND LLC

By: American Railcar Leasing, LLC, Member

By: 
Name: Harry Mc Kinstry
Title: VP of Finance & Controller

[Signature Page to the Bill of Sale and Assignment and Assumption Agreement]

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. CHARLES)

On this 2nd day of January, 2008, before me, personally appeared Harry Mc Kinstry, to me known, who being by me duly sworn, says that he is VP of Finance & Controller of AMERICAN RAILCAR LEASING LLC, the sole member of ARI SECOND LLC; that said instrument was signed on behalf of said company on the date hereof by authority of its governing body; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.


Nancy Collins

Notary Public

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. CHARLES)

On this 2nd day of January, 2008, before me, personally appeared Harry Mc Kinstry, to me known, who being by me duly sworn, says that he is VP of Finance & Controller of AMERICAN RAILCAR LEASING LLC, that said instrument was signed on behalf of said company on the date hereof by authority of its governing body; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.


Nancy Collins

Notary Public

SCHEDULE 1

Lessee Code	Contract	Rptg Mark	Car Number
1697	00050009	EAGX	27000
1697	00050009	EAGX	27002
1697	00050009	EAGX	27006
1697	00050009	EAGX	27007
1697	00050009	EAGX	27008
1697	00050009	EAGX	27009
1697	00050009	EAGX	27001
1697	00050009	EAGX	27003
1697	00050009	EAGX	27004
1697	00050009	EAGX	27005
1697	00050009	EAGX	27014
1697	00050009	EAGX	27018
1697	00050009	EAGX	27030
1697	00050009	EAGX	27033
1697	00050009	EAGX	27038
1697	00050009	EAGX	27015
1697	00050009	EAGX	27016
1697	00050009	EAGX	27017
1697	00050009	EAGX	27019
1697	00050009	EAGX	27024
1697	00050009	EAGX	27011
1697	00050009	EAGX	27020
1697	00050009	EAGX	27010
1697	00050009	EAGX	27025
1697	00050009	EAGX	27026
1697	00050009	EAGX	27027
1697	00050009	EAGX	27013
1697	00050009	EAGX	27032
1697	00050009	EAGX	27041
1697	00050009	EAGX	27022
1697	00050009	EAGX	27028
1697	00050009	EAGX	27035
1697	00050009	EAGX	27037
1697	00050009	EAGX	27042
1697	00050009	EAGX	27048
1697	00050009	EAGX	27040
1697	00050009	EAGX	27046
1663	78980007	SHPX	454608
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1517	85080000	SHPX	464564
1517	85080000	SHPX	464566
1517	85080000	SHPX	464568
1517	85080000	SHPX	464570
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1517	85080000	SHPX	464571
1517	85080000	SHPX	464573
1517	85080000	SHPX	464575
1517	85080000	SHPX	464577
1517	85080000	SHPX	464574
1517	85080000	SHPX	464576
1517	85080000	SHPX	464578

Lessee Code	Contract	Rptg Mark	Car Number
1517	85080000	SHPX	464579
1517	85080000	SHPX	464580
1517	85080000	SHPX	464581
1517	85080000	SHPX	464582
1517	85080000	SHPX	464583
1517	85080000	SHPX	464584
1517	85080000	SHPX	464588
1517	85080000	SHPX	464589
1517	85080000	SHPX	464585
1517	85080000	SHPX	464586
1517	85080000	SHPX	464587
1517	85080000	SHPX	464590
1503	52920037	SHPX	207996
1503	52920037	SHPX	207997
1549	81410002	SHPX	208195
1549	81410002	SHPX	208184
030	78820003	SHPX	209216
1747	63040031	SHPX	209265
1747	63040031	SHPX	209264
1586	83720002	SHPX	464606
1693	84370001	SHPX	208406
1693	84370001	SHPX	208396
1693	84370001	SHPX	208397
1693	84370001	SHPX	208398
1693	84370001	SHPX	208399
1693	84370001	SHPX	208400
1693	84370001	SHPX	208401
1693	84370001	SHPX	208402
1693	84370001	SHPX	208403
1693	84370001	SHPX	208404
1482	85220000	SHPX	454577
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1482	85220000	SHPX	454579
1482	85220000	SHPX	454582
1482	85220000	SHPX	454597
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1482	85220000	SHPX	454585
1482	85220000	SHPX	454576
1482	85220000	SHPX	454581
1446	85170000	SHPX	454555
1446	85170000	SHPX	454556
1446	85170000	SHPX	454557
1446	85170000	SHPX	454558
1446	85170000	SHPX	454559
1446	85170000	SHPX	454560
1446	85170000	SHPX	454561
1446	85170000	SHPX	454562
1446	85170000	SHPX	454563
1446	85170000	SHPX	454564
1446	85170000	SHPX	454565
1446	85170000	SHPX	454566

Lessee Code	Contract	Rptg Mark	Car Number
1782	84420001	SHPX	209383
1782	84420001	SHPX	209384
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1782	84420001	SHPX	209390
1782	84420001	SHPX	209391
1782	84420001	SHPX	209392
1782	84420001	SHPX	209393
1782	84420001	SHPX	209394
1782	84420001	SHPX	209395
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1782	84420001	SHPX	209397
1782	84420001	SHPX	209398
1782	84420001	SHPX	209399
1782	84420001	SHPX	209400
1782	84420001	SHPX	209401
1782	84420001	SHPX	209402
1782	84420001	SHPX	209403
1782	84420001	SHPX	209404
1782	84420001	SHPX	209405
1782	84420001	SHPX	209407
1782	84420001	SHPX	209408
1782	84420001	SHPX	209410
1782	84420001	SHPX	209411
1782	84420001	SHPX	209412
1782	84420001	SHPX	209417
1782	84420001	SHPX	209406
1782	84420001	SHPX	209409
1782	84420001	SHPX	209413
1782	84420001	SHPX	209414
1782	84420001	SHPX	209415
1782	84420001	SHPX	209416
1024	85430000	SHPX	209380
1024	85430000	SHPX	209382

No. of Cars: 145

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 1/7/08



Robert W. Alvord